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HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by:

Name: Juan J. Mayol, Jr., Esq.  
Address: Akerman Senterfitt & Eidson  
One Southeast Third Avenue, 28<sup>th</sup> Floor  
Miami, Florida 33131

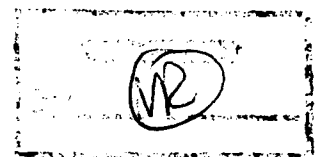
(Space Reserved for Clerk of the Court)

### DECLARATION OF RESTRICTIONS

**WHEREAS**, the undersigned, **Avocado Acre Homes Development Corporation**, a Florida corporation (the "Owner"), holds the fee simple title to that certain parcel of land, which is legally described in the attached Exhibit "A," and hereinafter referred to as the "Property."

**NOW, THEREFORE**, in order to assure Miami-Dade County (the "County") that the representations made by the Owner during consideration of Public Hearing No. 02-302 (the "Application") will be abided by, the Owner freely, voluntarily and without duress, makes the following Declaration of Restrictions covering and running with the Property:

1. **Controlling Site Plan**. The Property shall be developed substantially in accordance with that certain plan entitled Redland Acres Avocado Homes as prepared by E.R. Brownell & Associates, Inc., dated stamped received September 29, 2003, and consisting of one (1) sheet, and as may be modified at the public hearing on the application (the "Plan"). Said Plan being on file with the Miami-Dade County Department of Planning and Zoning, and by reference made a part of this declaration.



2. **Density.** Notwithstanding the approval of the Application or the proposed EU-1 zoning classification, the Property may be developed with a maximum of thirty-two (32) single-family homes.
3. **Preservation of Existing Avocado trees.** Notwithstanding the approval of the Application, the Owner, its successors and assigns shall preserve and thereafter maintain, at their own expense, all of the existing avocado trees that are currently located within an area defined as (1) the front thirty-five feet (35') of the front yard of each lot within the subdivision, except for points of egress and ingress for each lot and (2) the rear twenty-five feet (25') of the rear yard of each lot within the subdivision (the "Preservation Area"). The Owner, its successors and assigns shall be permitted to trim and prune the trees within the Preservation Area in accordance with generally accepted practices in the agricultural industry. The Owner, its successors and assigns shall promptly replace, at their own expense, any diseased tree within the Preservation Area.
4. **Installation of Fence.** Prior to the issuance of a final zoning inspection for the last dwelling unit to be constructed on the Property, the Owner shall install a three railing fence along the frontage of any lot (except for points of egress and ingress) that faces SW 272 Street, SW 276 Street, SW 157 Avenue or SW 154 Avenue. Said fence shall be installed at a minimum of ten feet (10') from the edge of the pavement, and shall be maintained by the owners of the adjacent lots.
5. **Waiver of Sidewalks.** Prior to the approval of a final plat for any portion of the Property, the Owner shall seek from the Miami-Dade County Plat Committee a waiver of the requirement to install sidewalks along SW 272 Street, SW 276 Street, SW 157 Avenue, and SW 154 Avenue. Subject to the Plat Committee's approval of said waiver, unless otherwise required

by law, sidewalks shall not be installed along SW 154 Avenue, SW 157 Avenue, SW 276 Street or SW 272 Street.

6. **Waiver of Requirement for Street Lighting.** Prior to the approval of a final plat for any portion of the Property, pursuant to Sec. 28-19 of the Miami-Dade County Code, the Owner shall file an application for a non-use variance for a waiver of the requirement for the installation of street lights in connection with the development of the Property. Subject to the approval of said request, street lights shall not be included as part of the subdivision improvements for the Property. In the event that said request is denied, the Owner shall install street lights within the Property in accordance with the platting and subdivision requirements of the Public Works Department.

7. **Setback and Height Restrictions.** Notwithstanding the approval of the Application or the EU-1 zoning classification of the Property, the following additional requirements shall control the development of Lot 1/Block 1, Lot 1/Block 2, and Lot 24/Block 2, as shown on the Plan:

- (a) The interior side (east) setback on Lot 1/Block 1 shall be a minimum of forty feet (40') and no structure shall be higher than one (1) story.
- (b) The interior side (west) setback on Lot 1/Block 2 shall be a minimum of twenty-five feet (25') and no structure shall be higher than one (1) story.
- (c) The interior side (south) setback on Lot 24/Block 2 shall be a minimum of forty feet (40') and no structure shall be higher than one (1) story.

Additionally, prior to the issuance of a building permit for any dwelling unit on Lot 1/Block 1, Lot 7/Block 1, Lot 8/Block 1, Lot 1/Block 2, Lot 14/Block 2 and Lot 24/Block 2, the Owner shall install and thereafter maintain, at its own expense, a six foot (6') high, vinyl coated chain link fence (or such other equivalent fence as may be acceptable to the Planning Director) and a

hedge (of such plant species as may be acceptable to the Planning Director) along (i) the eastern boundary of Lot 1/Block 1, Lot 7/Block 1 and Lot 8/Block 1, (ii) the southern boundary of Lot 14/Block 2 and Lot 24/Block 2 and (iii) the western boundary of Lot 1/Block 2.

8. **Minimum Floor Area.** Notwithstanding the approval of the Application or the proposed EU-1 zoning classification of the Property, each dwelling unit within the Property (including accessory uses and structures) shall contain a minimum floor area, as defined by the Miami-Dade County Code, of 2,700 square feet.

9. **Prohibition Against Manufactured Homes.** Notwithstanding the approval of the Application or the proposed EU-1 zoning classification of the Property, no manufactured structure may be occupied as a dwelling unit within the Property.

10. **Miscellaneous.**

A. **County Inspection.** As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the matters herein agreed to are being complied with.

B. **Covenant Running with the Land.** This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit

of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the County.

**C. Term.** This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by Miami-Dade County.

**D. Modification, Amendment, Release.** This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of all of the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the Board of County Commissioners or Community Zoning Appeals Board of Miami-Dade County, Florida, or other procedure permitted under the Miami-Dade County Code, whichever by law has jurisdiction over such matters, after public hearing.

Should this Declaration of Restrictions be so modified, amended or released, the Director of the Miami-Dade County Department of Planning and Zoning, or the executive officer of the successor of such Department, or in the absence of such director or executive officer, his/her

assistant in charge of the office in his/her absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

**E. Enforcement.** Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

**F. Authorization for Miami-Dade County to Withhold Permits and Inspections.**  
In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this declaration is complied with.

**G. Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

**H. Presumption of Compliance.** Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made

and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

**I. Severability.** Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.

**J. Recording.** This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost to the Owner following the adoption by the Miami-Dade County Board of County Commissioners or Community Zoning Appeals Board of a final resolution approving the application.

**K. Acceptance of Declaration.** The Owner acknowledges that acceptance of this Declaration does not obligate the County, or any County official, in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the Board of County Commissioners and/or any appropriate Community Zoning Appeals Board retains its full power and authority to deny each such application in whole or in part.

**L. Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.

**[Signature Page(s) Follow]**

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 25 day of  
February, 2003.

**WITNESSES**

Signature

Printed Name

Signature

Printed Name

Avocado Acre Homes Development Corporation

By:

Richard M. Brenner, President

STATE OF FLORIDA )

) SS

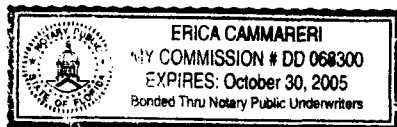
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me by Mr. Richard M. Brenner, the President of Avocado Acre Homes Development Corporation., on behalf of said corporation and for the purposes stated herein. He is personally known to me or has produced \_\_\_\_\_ as identification.

Witness my signature and official seal this 25 day of February, 2003, in the County and State aforesaid.

My Commission Expires:

Notary Public - State of Florida



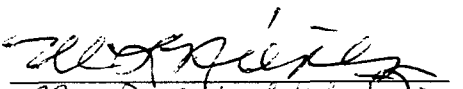
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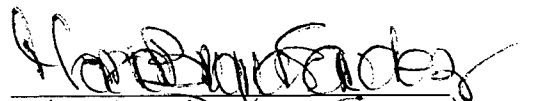
**JOINDER BY MORTGAGEE  
CORPORATION**

The undersigned, Terrabank, N.A. and Mortgagee under that certain Mortgage from Avocados Acre Homes Development Corporation, a Florida corporation, recorded in Official Records Book 20664, Page 574 in the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Declaration of Restrictions, does hereby consent to the execution of this Declaration of Restrictions by Avocados Acre Homes Development Corporation, a Florida corporation, and agree that in the event Mortgagee or any other party shall obtain title to the property through foreclosure or deed-in-lieu of foreclosure, this Declaration of Restrictions shall be binding upon the entity obtaining title as the then owner of such property.

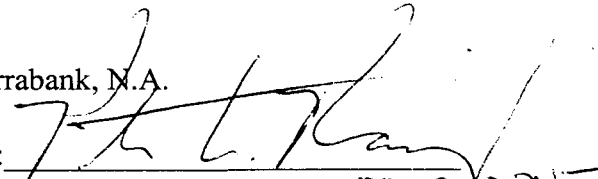
**IN WITNESS WHEREOF**, these presents have been executed this 24<sup>th</sup> day of FEBRUARY, 2003.

**WITNESSES:**

  
MARIA L. ALVAREZ  
Print or Type Name

  
MARIA L. ALVAREZ  
Print or Type Name

Terrabank, N.A.

By:   
Title: SENIOR VICE PRESIDENT  
Print name: PETER A. RAMIREZ  
Address: 3191 CORAL WAY  
PH-1  
MEADE, FL. 33145

(Corporate Seal)

STATE OF FLORIDA )

) SS

COUNTY OF \_\_\_\_\_)

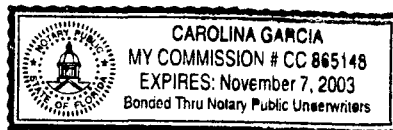
The foregoing instrument was acknowledged before me this 24 day of February, 2003 by ROGER A. RAMIREZ Vice-President of Terrabank, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_, as identification and did/did not take an oath.

Carolina Garcia

Notary Public - State of Florida

Print Name Carolina Garcia

My Commission Expires:



**EXHIBIT "A"**

**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

The NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  less the east  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  less the east 200' of the west 477.3' of the north  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  less the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  and less the west 7' of the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  in Section 33, Township 56 South, Range 39 East.